

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

EMUNA CONSTRUCTION, LLC,
a Florida limited liability company,

Plaintiff,

v.

CASE NO:

PINNACLE ENGINEERING &
DEVELOPMENT, INC., a Florida
corporation,

Defendant.

COMPLAINT

Plaintiff Emuna Construction, LLC, sues Defendant Pinnacle Engineering & Development, Inc. and alleges:

JURISDICTION, PARTIES AND VENUE

1. This is an action for damages that exceeds \$30,000.00, exclusive of court costs, interest, and attorneys' fees.
2. Defendant Pinnacle Engineering & Development, Inc. ("Pinnacle") is a Florida corporation with its principal place of business in Broward County, Florida.
3. Plaintiff Emuna Construction, LLC ("Emuna") is a Florida limited liability company with its principal place of business in Miami-Dade County, Florida.
4. All acts alleged herein occurred in Broward County, Florida, this action involves real property in Broward County, Florida, and Broward County, Florida is otherwise a proper venue and the most convenient forum for resolution of this dispute.

GENERAL ALLEGATIONS

5. At all times material hereto, BCD Dania Oaks, LLC (“BCD”) was the owner of the real property in Broward County, Florida located at 5461 SW 40th Ave, Dania Beach, FL 33314 (the “Property”).

6. On or about July 10, 2019, Emuna contracted with BCD to construct a townhome development at the Property (the “Oaks Place Project”).

7. BCD hired Emuna to serve as the general contractor on the Oaks Place Project.

8. On or about January 21, 2020, Emuna and Pinnacle executed a subcontract for Pinnacle to perform underground utility construction services for the Oaks Place Project (the “Subcontract”). A copy of the Subcontract is attached hereto as **Exhibit A**.

9. Pinnacle failed to timely perform construction work under the Subcontract.

10. On or about September 14, 2021, Pinnacle abandoned the Oaks Place Project.

11. Following Pinnacle’s abandonment, Emuna discovered the work performed by Pinnacle was defective. The defective work included, without limitation: (i) punctures in the water line causing leaks, (ii) fernco coupling wrongfully used to connect sections of the sewer systems causing leaks, (iii) lateral connections improperly terminated; (iv) lateral connections improperly sealed, (v) laterals not properly connected and causing further leaks, (vi) faulty installation of equipment causing leaks in manholes, (vii) failure to seal manholes, and (viii) faulty installation of the water line. The defective work resulted in multiple leaks throughout the water lines and sewer systems installed by Pinnacle.

12. Pinnacle’s defective work caused property damage to the Property’s water line, sewer system, the pavers, plumbing lines, sidewalks, and lime rock.

13. Emuna performed all conditions precedent to be performed by Emuna or the conditions have occurred.

14. Emuna has been forced to retain the undersigned attorney to maintain this action and has become obligated to pay the undersigned a reasonable fee for attorney services.

COUNT I - BREACH OF CONTRACT

15. Emuna, repeats and realleges the allegations contained in paragraphs 1 through 14 above as if fully set forth herein.

16. Pinnacle materially breached the Subcontract with Emuna by:

- a. failing to complete the work required under the Subcontract;
- b. failing to complete the work required under the Subcontract on time;
- c. failing to perform the work under the Subcontract in accordance with the specifications;
- d. performing defective work;
- e. failing to remedy or repair the defective work; and,
- f. failing to indemnify Emuna from all claims, damages, losses and expenses resulting from the defective work.

17. Emuna gave Pinnacle repeated notice of defective work opportunities to cure Pinnacle's defective work, including but not limited to notices on the following dates: April 12, 2022, April 14, 2022, April 15, 2022, and May 25, 2022.

18. Emuna's notices of defects to Pinnacle were futile. Pinnacle failed and refused to effectuate any repairs and denied responsibility for any defective work.

19. Emuna has suffered substantial damage caused by Pinnacle's breach of the Subcontract. Emuna has been forced to engage other sitework and underground utility construction

contractors to correct Pinnacle's defective work and complete the items in order to comply with Emuna's contract with BCD.

20. Emuna has incurred and continues to incur substantial damages exceeding \$750,000 due to Pinnacle's breach of the Subcontract including, without limitation, costs and expenses for the additional labor, services and material, extended equipment costs, extended overhead on the project, disruption and inefficiency in the performance of the contract with BCD, and costly delays in the completion of the performance of the contract with BCD.

21. Emuna is entitled to an award of attorney's fees and costs as provided in Article 14, Paragraph 31 of the Subcontract.

WHEREFORE, Plaintiff, Emuna, prays that this Honorable Court render a personal money judgment against Pinnacle in Emuna's favor in the amount of the damages suffered by Emuna, together with interest, court costs, and attorney's fees.

COUNT II - NEGLIGENCE

22. Emuna, repeats and realleges the allegations contained in paragraphs 1 through 14 above as if fully set forth herein.

23. Pinnacle owed Emuna a duty to use reasonable care in safely and appropriately performing underground utility construction services.

24. Pinnacle breached its duty by violating building codes and customary industry practice by using fernco coupling to connect sections of the sewer systems causing leaks, puncturing the water line causing leaks, and improperly terminating lateral connections, failing to properly seal lateral connections, improperly connecting lateral connections causing leaks, failing to properly install equipment causing leaks in the manholes, failing to properly seal the manholes, and failing to properly install the water line.

25. As a direct and proximate result of Pinnacle's negligence, the Property's water line, sewer system, pavers, plumbing lines, sidewalks, and lime rock were all damaged.

26. To repair such damage Emuna has incurred and will incur substantial expenses for material, labor, services, and equipment costs not within the scope of the project as specified in the Subcontract and in Emuna's contract with BCD.

WHEREFORE, Plaintiff, Emuna, prays that this Honorable Court render a personal money judgment against Pinnacle in Emuna's favor in the amount of the damages suffered by Emuna, together with interest, court costs, and attorney's fees.

COUNT III - INDEMNIFICATION

27. Emuna, repeats and realleges the allegations contained in paragraphs 1 through 14 above as if fully set forth herein.

28. Pinnacle failed to perform underground utility construction services for the Oaks Place Project pursuant to the Subcontract.

29. Emuna engaged other sitework and underground utility construction contractors to perform the underground utility construction services for the Oaks Place Project required under the Subcontract.

30. As a result of Pinnacle's failure to perform the services required under the Subcontract, Emuna has incurred and continues to incur substantial damages exceeding \$750,000 for expenses for the additional labor, services and material, extended equipment costs, extended overhead on the project, disruption and inefficiency in the performance of the contract with BCD, and costly delays in the completion of the performance of the contract with BCD.

31. Emuna is entitled to an award of attorney's fees and costs as provided in Article 14, Paragraph 31 of the Subcontract.

WHEREFORE, Plaintiff, Emuna, prays that this Honorable Court render a personal money judgment against Pinnacle in Emuna's favor in the amount of the damages suffered by Emuna, together with interest, court costs, and attorney's fees.

DEMAND FOR JURY TRIAL

Emuna demands a trial by jury in this matter of all issues so triable.

Dated: July 26, 2022

GIVNER LAW GROUP, LLP

Attorneys for Emuna Construction, LLC

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EXHIBIT A

ORIGINAL

Emuna Construction, LLC

(TOGETHER TO BE KNOWN AS CONTRACTOR)

Subcontract Agreement

Contract # _____

This agreement made as of the 01/21/2020 between the general contractor and owner/developer and the subcontractor:

Pinnacle Engineering & Development, Inc.
4334 NW 120th Ave. Coral Springs, FL 33065

The Project: **Oaks Place Townhomes**
5461 SW 40th Ave. Dania Beach, FL

The Owner: **BCD Dania Oaks, LLC**

The Contractor and subcontractor agree as set forth below.

Article 1 -

Description of the Work to be performed by the subcontractor

Scope of Work: See attached Estimate Proposal # 1708 (Revised 11-07-2019 rev.2) (Exhibit "B")

CIVIL Civil Drawings W&S / Sheet C-6 & C-7 of 18 / LAT. REV. (none) - 02-23-2017
Civil Drawings PG&D / Sheet C-3 & C-4 of 17 / LAT. REV. (none) - 02-23-2017
C1 to C18 - 11/10/2019

Civil Drawings & Details as provided by Gator Engineering on Nov 2019

Article 2 - Time of commencement and substantial completion.


Upon Notice of Commencement.


A schedule of completion dates for each portion of the work **Upon Notice of Commencement.** Shall be submitted to the Contractor for his approval within seven days of execution of this agreement.

However, scheduling of the work shall be done by the Contractor, and the Subcontractor agrees to abide thereby, including any changes. Any changes in the schedule which effect work to be performed within two weeks subsequent to the change must be mutually agreed upon. Agreement shall not be unreasonably withheld.

Should the Subcontractor in any way cause delay to the progress of the work so as to cause any damage to the Contractor or

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any damages for which they shall become liable, the Subcontractor shall compensate the Contractor therefore. **Receprical to Subcontractor.** 

The Contractor, if it deems necessary, may direct the Subcontractor to work overtime and if so instructed the Subcontractor will work said overtime and, provided that the Subcontractor is not in default in any of the provisions herein, the Contractor will pay the Subcontractor for the actual additional wages paid at rates which have been approved by the Contractor, plus taxes imposed by law on such additional wages, plus workmen's compensation, levies and liability insurance on such additional wages when required to be paid by the Subcontractor. **Subcontractor to provide schedule as stated in** 

Article 4

The Subcontractor shall diligently proceed to perform the work as per the performance schedule, which may be modified from time to time. If, however, the Subcontractor delays the progress of the Work, the Subcontractor shall, at its own cost and expense, work such overtime as may be necessary to avoid delay in the completion of the building.

With respect to performance by the Subcontractor, time shall be of the essence.

Article 3 - Contract Consideration.

The Contractor shall pay the Subcontractor in current funds for the performance of the work, the contract sum of:

\$1,270,000.00

(One Million, Two Hundred and Seventy Thousand Dollars 00/100)

The Contract Consideration stated herein to be paid to the Subcontractor by the Contractor includes all Municipal, State, County and Federal taxes imposed by law, and based upon labor performed, materials furnished, or services rendered, including but not limited to, sales taxes, use taxes and personal property taxes levied or assessed against the Owner, or the Contractor, or the Subcontractor arising out of either the acquisition by the Subcontractor for the furnishing or installing by the Subcontractor or by any of its subcontractors of materials, equipment, or of any other kind of personal property, or the furnishing of labor and/or services in connection with the Work. Where the law requires any such tax to be stated and charged separately, the total of all items included within the Work and the added tax shall not exceed the Contract

Consideration stated herein.

Article 4 - Monthly Payments.

On or before the 25th day of each month the Subcontractor shall submit to the Contractor in the form required by the Contractor, and/or the construction lender a written requisition for payment showing the proportionate value of the work installed to that date, from which shall be deducted a reserve of ten percent (10%); all previous payments; and all other charges for material or service furnished by the Contractor to the Subcontractor. The balance of the amount so calculated by the Contractor shall be due the Subcontractor on or about the tenth day of the succeeding month simultaneous with the submission of a payment requisition or as otherwise required by the lender, subcontractor will provide a partial lien waiver on work performed and being paid.

The Subcontractor shall submit with the first requisition for payment a detailed schedule showing the subdivision of the contract consideration into the various parts and the expected month of billing. This is to be used only as a basis for checking the Subcontractors monthly requisitions.

No final release of lien will be executed to any governmental agency until final payment is received.

Article 5 - Final Payment.

The final payment shall be made within ^{thirty} ~~forty~~ days after the completion of the Work covered by this Contract and acceptance thereof by the Contractor and the Owner, provided all Plans and Specifications have been returned to the Contractor by the Subcontractor and also provided the Subcontractor has given to the Contractor satisfactory evidence that the premises are free from all lien or other claims chargeable to the premises as a result of work performed by the Subcontractor. ^{Upon} ~~Prior to~~ final payment, the Subcontractor shall execute and deliver to the Contractor, a General Release and necessary lien waivers in a form satisfactory to the Contractor, holding the Contractor and the Owner free and harmless from all claims arising out of or in connection with this Contract. If at any time there shall be a lien filed or claim for which, if established, the Contractor or Owner of said premises might become liable, and which is chargeable to the Subcontractor and/or when damage shall be caused by this Subcontractor to other work, the Contractor shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify itself and the Owner for any loss or damage, including legal fees and disbursements, which either may sustain in discharging such lien or claim or the Subcontractor may at it's option furnish a surety bond. Should there prove to be any

such claim after all payments are made, the Subcontractor shall refund to the Contractor all monies that the Contractor or the Owner shall pay in discharging such lien on or claim against such premises and all expenses incurred in connection therewith.

No payment made under this Contract shall be conclusive evidence of the performance of this Contract either wholly or in part, and no payment including final payment shall be construed to be an acceptance of defective work or improper materials, nor shall entrance and use by the Owner constitute acceptance of the Work hereunder or any part thereof.


Should the Subcontractor be delayed in the prosecution or completion of the Work by the act, neglect or default of the Contractor or of any person employed by the Contractor upon the Work, or by any damage caused by fire or other casualty or by combined action of the workmen, in no way caused by or resulting from default or collusion on the part of the Subcontractor, or any extraordinary conditions arising out of war or government regulations, then the time herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all causes aforesaid, which extended period shall be determined and fixed by the Owner but no such allowance shall be made unless a claim therefore is presented in writing to the Contractor within forty eight hours of the commencement of such delay. Such extensions of time shall release and discharge the Contractor of and from any claims which the Subcontractor may have on account of any of the aforesaid causes of delay.

~~Retainage amounts can be used by Contractor to cure performance failures in materials or workmanship.~~


Subcontractor is relying upon the financial responsibility of Owner in performing the Work. It is understood by Subcontractor that payment for the work is to be made from funds received from Owner by Contractor. Final payment to Subcontractor herein is thereby conditioned on receipt of payment from Owner. Payment by the Owner to the General Contractors is an absolute condition precedent to payment by the contractor to the subcontractor. Nothing herein is intended to establish any scheduled time for payment. Subcontractor reserves the right to cease all work on the project should G.C. fail to pay by the 10th of each month and re-mobilize, no later than (5) bus. days of receipt of funds.

The obligation of Contractor to pay subcontractor for both services and materials under this contract is conditioned upon payment by Owner. The receipt of payment by the Owner shall be a condition precedent to payment to Subcontractor, in accordance with the payment requests as set forth in this contract. ~~Should the owner withhold payment for any reason including but not limited to faulty workmanship by Sub-Contractor, Contractor shall not be~~

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liable for payment to Sub-Contractor. ~~Receprical~~ to Subcontractor. 

~~Article 6 - Labor to be employed.~~

 The Subcontractor shall not employ men or means which may cause strikes, work stoppage or any disturbances by workmen employed by the Subcontractor, the Contractor or other contractors or subcontractors in any work which is the subject of this Contract or related to or in connection with the location hereinbefore mentioned. The Subcontractor agrees that all disputes as to jurisdiction of trades arising on the job shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done, provided that this Agreement shall not be in violation or conflict with any provision of Law applicable to the settlement of such disputes. Should the Subcontractor fail to carry out these provisions, the Contractor shall be at liberty, after three days' written notice mailed or delivered to the last known address of the Subcontractor, to terminate this contract or any part thereof or the employment of the Subcontractor for the said Work, and the Contractor may, for the purpose of completing the Work, enter upon the premises and take possession. The Contractor shall have the right to employ both union and non-union labor.

Article 7 - Government Taxes.

The Subcontractor, for the Contract Price herein provided for, hereby accepts and assumes exclusive liability for, and shall hold the Contractor harmless against the payment of:

1. All contributions, taxes or premiums which may be payable under the Unemployment Insurance Law of any State or under the Federal Social Security Act, measured upon the payroll of employees, by whomsoever employed, engaged in the performance of the Work included in this contract.
2. All sales, use or other taxes levied or assessed against the Owner, the Contractor or the Subcontractor arising out of the Work, including but not limited to taxes on any kind of building materials, supplies or equipment.

Article 8 - Patents.

The Subcontractor hereby agrees to indemnify, protect and hold harmless the Contractor and/or the Owner from loss or damage and to reimburse the Contractor and/or the Owner may be put because of litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or



materials used by the Subcontractor.

Article 9 - Assignment or Transfer.

Neither this contract nor the monies due shall be assignable without the consent of the Contractor and any assignment without such consent in writing shall best no right or action in the assignee against the Contractor. Subcontractor shall not sublet the whole or any part of this Subcontract without prior written consent of the Contractor.

Article 10 - Termination of Contract. **Receprical to Subcontractor.**

The Contractor shall have the right at any time to cancel this Contract and require the Subcontractor to cease work thereon, in which case the Contractor shall reimburse the Subcontractor for reimbursable costs incurred plus a prorata share of the profits on the work performed to date, except that the Subcontractor shall not be entitled to prospective profits on work unperformed and/or material unfurnished.

Article 11 - Guarantee.

Unless a longer period is provided in the Specifications, or General Conditions, the Subcontractor shall repair at its own expense and at the convenience of the Owner, any defects in workmanship or materials discovered within one year from the date of the acceptance of the Work included in this Contract.

The Subcontractor hereby guarantees the Work to the full extent of the provisions of plans, specifications and general conditions.

In any event the Subcontractor shall pay for all damage to the building resulting from defects in the Work and all expenses necessary to remove, replace and/or repair the Work and any other work which may be damaged in removing or repairing the Work.

Article.12 - Accident Prevention.

The Subcontractor agrees that the prevention of accidents to workmen engaged in the work under this Agreement is the responsibility of the Subcontractor. The Subcontractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established during the progress of the Work by the Contractor. When so ordered, the Subcontractor agrees to stop any part of the Work which the Contractor deems unsafe until corrective measures, satisfactory to the Contractor, have been taken and further agrees to make no claim for damages growing out of such stoppages. Should

the Subcontractor neglect to adopt such corrective measures, the Contractor may perform them and deduct the cost from payments due to become due the Subcontractor. Failure on the part of the Contractor to stop unsafe practices shall, in no way, relieve the Subcontractor of its responsibility.

The Subcontractor hereby assumes entire responsibility and liability in and for any and all damage or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, growing out of or resulting from the execution of the Work provided for in this Contract or occurring in connection therewith, and agrees to indemnify and save harmless, the Contractor, its agents, servants and employees from and against any and all loss, expense, including legal fees and disbursements, damages or injury growing out of or resulting from or occurring in connection with the execution of the Work herein provided for or occurring in connection with or resulting from the use by the Subcontractor, its agents or employees, of any materials, tools, implements, appliances, scaffolding, ways, hoists, elevators, works or machinery or other property owned, rented or borrowed by or assigned to the Contractor whether the same arise under the common law or the so called Workmen's Compensation Law (which may be in effect in the locality in which the Work is situated) or otherwise.

In the event of any such loss, expense, damage or injury, or if claim or demand for such damages is made against the Contractor, its agents, servants or employees, the Contractor may withhold from any payment due or hereafter to become due to the Subcontractor under the terms of this contract, an amount sufficient in its judgement to protect and indemnify it from any and all such claims, expenses, including legal fees and disbursements, loss, damage or injury, or the Subcontractor in its discretion, may furnish a surety bond satisfactory to the Contractor guaranteeing such protection, which bond shall be furnished by the Subcontractor within five days after written demand has been made therefore.

Article 13 - Change Orders or additional work performed will utilize pricing as per Exhibit "E"
Article 14 - Additional Provisions. Crew & Equip Costs. (attached)

It is further understood and agreed that included in the Agreement price, but not necessarily limited to, are the following items:

1. The Subcontractor in making or ordering shipments shall not consign nor have consigned materials in the name of the Contractor.
2. The Contractor, at the Subcontractor's request and with the Contractor's agreement may write joint checks to Subcontractor and their material suppliers, subcontractors or subcontractor, labor unions, equipment suppliers, etc. if by mutual agreement, it is necessary to do so to insure payment to the above

- named parties or if above named parties have filed a Notice to Owner, Lien or Intent to Lien, etc.
3. Subcontractor shall be required to protect the work of others during the performance of work under this agreement and shall be responsible for damage to the work of others caused by his neglect.
 4. Subcontractor will be responsible for jurisdictional disputes and claims by other crafts over work included in this agreement. The Contractor will be held harmless for extra costs incurred in the settlement of said disputes.
 5. Unless otherwise provided, the Subcontractor shall provide for any safe storage, temporary facilities or services he may need.
 6. Any work that is not performed in accordance with the plans and specifications shall be removed and replaced and/or repaired. This shall include issues of quality of workmanship that is standard practice in the industry.
 7. Subcontractor acknowledges and agrees that One Hundred Dollars (\$100) of the agreement price represents the specific consideration paid by the Contractor for all the indemnifications from Subcontractor to the Contractor and owner under the terms of this Agreement and all Agreement documents and made a part hereof.
 8. This agreement includes all work to be accomplished on this project which is claimed by the crafts employed by Subcontractor, unless it is specifically excluded in this agreement.
 9. Any appeal for a time extension due to manpower shortage must be made in writing and accompanied by a letter from the relevant agent (or other satisfactory local Union Official).
 10. Sufficient personnel shall be furnished by the Subcontractor to promptly calculate and negotiate any changes, additions, or variances. "Promptly" means in a reasonable time and in no case greater than one week and generally less than one week.
 11. Work done on a time and material basis will be signed for daily and invoiced weekly not later than one week following the week in which the work was done. If work under an order extends beyond one week, then a statement will be forwarded weekly with the last statement marked "final".
 12. Subcontractor has familiarized himself with the construction site and conditions, surrounding streets, access and congestion, and will coordinate deliveries, storage, timing,

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etc. and comply with reasonable requests and requirements of the Contractor and the authorities having jurisdiction over the surrounding streets.

13. All safety precautions are to be taken as required by the local codes of the State of Florida, the Florida Industrial Commission, and the Federal Occupational Safety and Health Act. Subcontractor will be held liable for any fines levied or delays to the job progress because of his failure to do so.
14. It is understood and agreed that Subcontractor is aware of the necessity of working in cooperation with all the other trades on the project. It is further understood and agreed that the Contractor shall coordinate all of this work and that the Subcontractor shall perform to the Contractor's satisfaction at all times in regard to progress and workmanship.
15. The work shall proceed in accordance with the current updated Progress Schedule which is hereby agreed to by the Subcontractor. Otherwise, the Subcontractor will revert to whatever means necessary to include overtime, extra shifts, and additional manpower, to overcome delays and maintain the Progress Schedule.
16. This project is to be manned by competent personnel with an adequate supply of men and equipment to expedite a safe and proper installation and to maintain the Progress Schedule.
17. A Certificate of Workmen's Compensation and Employer's Liability Insurance and Certificate of Subcontractor's Public Liability Insurance are to be furnished in the amounts heretofore specified to the Contractor before work is begun and kept in force during the execution of the work outlined in this Agreement.
18. A competent superintendent to supervise the work will be furnished by Subcontractor. The superintendent will maintain schedules and perform his phase of work at all times in coordination with the Contractor.
19. ~~Subcontractor's superintendent, foreman, or other designated individuals will give a report into the Contractor's field office every morning (before 9:00 a.m.) whenever Subcontractor has men working on the project. The report will state the number of men the Subcontractor has on the project that morning and the subdivision of same into categories (foremen, tradesmen, laborers, apprentices, etc.).~~
20. Subcontractor will be responsible for the protection of

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stored materials delivered and stored on site. All materials damaged, lost or stolen shall be repaired or replaced by Subcontractor at no cost to Contractor. The value of stored materials may not be paid for before permanent installation unless the Owner and lender approve the procedure.

21. Subcontractor will be responsible for supplying his own ice, water, cups, dispenser, etc., for all of Subcontractor's employees during the course of the construction contract.
22. The dimensions given on the Plans and Specifications are approximate only and the Subcontractor shall take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work. The Subcontractor shall prepare and submit to the Contractor such shop drawings as may be necessary to completely describe the details and construction of the work. Approval of these shop drawings by the Contractor and/or the architect will not relieve the Subcontractor of its obligation to perform the work in strict accordance with the plans and/or specifications or the proper matching and fitting of the work with contiguous work. Additionally, AS BUILT DRAWINGS shall be submitted to the Contractor upon completion of the Contract. Should the proper and accurate performance of the work included in this contract depend upon the proper and accurate performance of other work not included in this contract, the Subcontractor shall use all necessary means to discover any defect in such other work and shall report the said defects in writing to Contractor before proceeding with the work and shall allow the Contractor a reasonable time to remedy such defects.
23. The work included in this contract is to be done under the direction and to the satisfaction of the Contractor, and the decision of Contractor as to the true construction and meaning of the Plans and Specifications shall be final. The Contractor will furnish to the Subcontractor such additional information and plans as may be prepared by the architect to further describe the work to be performed by the Subcontractor and the Subcontractor shall conform to and abide by same insofar as they are consistent with the purpose and intent of the Plans and Specifications. The Contractor shall reserve the right, from time to time, whether the work or any part thereof shall not have been completed, to make changes, additions and/or omissions in the work as it may deem necessary, upon written order to the Subcontractor. No such changes, however, shall be made in the work, except upon the written order of the Contractor.
24. Subcontractor's overhead and profit charges will be computed on the following basis for all revisions to Subcontractor's

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Agreement amount: See Article 13

A. Contractor instigated Change Order:

Subcontractor's actual costs of increased labor, material and equipment, as approved by Contractor, plus ten percent (10%) for Subcontractor's overhead and profit.

~~B. Contractor requested overtime:~~

~~(see Article 2 of this Agreement)~~

C. Contractor back charges to Subcontractor:

Actual costs of labor, material, equipment and subcontractors incurred by Contractor, plus ten percent (10%) for Contractor's Overhead and Profit.

D. Subcontractor's charges to other subcontractors who have Agreements with Contractor on this job:

Subcontractor's actual costs of labor, material and equipment, plus ten percent (10%) for Overhead and Profit.

25. notwithstanding any other provisions in this Agreement, any claims for additional compensation by Subcontractor for this job and this Agreement will be considered waived by Subcontractor if not presented by Subcontractor to Contractor within three (3)(5) days of conditions becoming evident to Subcontractor which may cause additional cost or work to Subcontractor. Notwithstanding the receipt of said claim by Subcontractor to Contractor, Contractor does not accept any or all said claims unless Subcontractor is notified in writing of acceptance of said claim by an officer of Contractor.

26. Subcontractor shall provide sufficient, safe, and proper facilities at all times, for the inspection of the work by Contractor representatives in the field, at shops or at any other place where materials required there under are in the course of preparation, manufacture, treatment, or storage. The Subcontractor shall, within twenty four hours after receiving written notice from Contractor to that effect, proceed to take down all portions of the Work, and remove from the premises all material, whether worked or not worked, which shall condemn as unsound or improper or as in any way failing to conform to the Plans and Specifications and the Subcontractor, at its own cost and expense shall make good all work damaged or destroyed thereby and replace all materials removed with proper materials.

27. Should the Subcontractor at any time neglect to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fail in any respect to prosecute the work with promptness and diligence, or cause by any action or omission the stoppage or delay of or interference with the work of the Contractor or of any other Subcontractors on the building; or fail in the performance of any of the agreements on its part contained herein; or become bankrupt or insolvent

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or go into liquidation either voluntarily or under an order of a court of competent jurisdiction or make a general assignment for the benefit of creditors or otherwise acknowledge insolvency, the Contractor shall be at liberty, after three days' written notice to the Subcontractor, mailed or delivered to the last known address of the latter to provide through itself or through others any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to the Subcontractor under this Contract; and Contractor shall also be at liberty to terminate the employment of the Subcontractor for the said Work and to enter on the premises and take possession for the purpose of completing the work included in this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work and to provide materials therefore.

And the Subcontractor hereby assigns transfers and sets over unto Contractor all and every of the said Subcontractor's rights in materials, tools and appliances. In case of such termination of the employment of the Subcontractor, the said Subcontractor shall not be entitled to receive any further payment under this Contract except for joint payment to material suppliers and/or sub subcontractors until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by Contractor in finishing the said work, such excess shall be paid by Contractor to the Subcontractor; but if such expense shall exceed such unpaid balance, then the Subcontractor shall pay the difference to the Contractor. The expense incurred by the Contractor shall include the cost of furnishing materials and of finishing the work, also any damage incurred through the default of the Subcontractor.

28. The Contractor shall not be responsible for loss or damage to the work included in this contract until after final acceptance of the work by the Owner and itself. Nor shall it be responsible for loss or damage to materials, tools, or appliances of the Subcontractor used or to be used in its construction however caused.

29. It is understood and agreed that included in this Agreement Price is prompt and continuous cleanup of all debris created by Subcontractor's forces from the job site. All floors shall be left in a broom clean condition immediately following work completed in an area. In the event of accumulation of trash, waste materials, dirt, etc., caused by this Subcontractor and other subcontractors, then Subcontractor will contribute to a composite crew or pay a fair share of costs. If these areas

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are not properly cleaned, it is understood and agreed that the Contractor will complete the work and all costs will be charged to Subcontractor. All excess debris will be put in dumpster outside of building and Contractor will haul away at their expense.

30. Layout of all work included under this agreement is the responsibility of the Subcontractor.

31. In the event that the Subcontractor is in breach of this agreement, it shall indemnify and hold harmless the Contractor from all damages including cost and expenses and attorneys fees and costs.

32. Subcontractor must give three days notice before the filing of any lien.

Article. 15 - Compensation Insurance.

Before commencing the work, the Subcontractor shall procure and maintain at its own expense, until completion and final acceptance of the work, at least the following insurance:

1. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE in accordance with the laws of the State in which the work is situated.
2. CONTRACTOR'S PUBLIC LIABILITY INSURANCE (including CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE if the Subcontractor sublets to another any portion of the work under this contract) with the following minimum limits.

Bodily Injury, including death:	\$1,000,000 per person
	\$1,000,000 per accident
Property damage:	\$1,000,000 per accident
	\$1,000,000 aggregate per policy year

Before commencing the work, the Subcontractor shall furnish a certificate from all insurance companies showing the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability there under, and further providing that the insurance will not be canceled or changed prior to at least thirty (30) days after written notice of such cancellation or change has been mailed to Contractor.

If the Subcontractor fails to procure and maintain such insurance, Contractor shall have the right to procure and maintain the said insurance for and in the name of the Subcontractor and the


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Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

Article 16 - Bonds.

The Subcontractor shall furnish to the Contractor a bond in the amount of **N/A** guaranteeing the faithful performance of the provisions of this Contract, the form and contents of such bond and the surety thereon to be satisfactory to the Contractor. Funding must be satisfactorily placed in an escrow account with verification of above approved by the Bonding Company.

Article 17- Additional provisions.

Additional provisions are included in exhibit C.

Article 18.- Phasing.

Contractor has the option of phasing the job and will indicate so to Sub-contractor 5 days before starting the job, in writing, that letter will constitute the Exhibit D. In same the amount of contract, time for completion and bond required will be described.

The said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, as of the day and year first above written.

The Contractor:
Emuna Construction, LLC

By: **MIGUEL BUBIS**

The Sub-Contractor
**Pinnacle Engineering
& Development, Inc.**

By: **William J. Way**

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Exhibit "A"

NOC

TO BE PROVIDED

UPON EXECUTION OF CONTRACT

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Page 15

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(AD)

Exhibit "B"

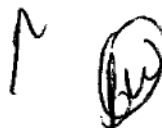
ESTIMATE / PROPOSAL

1708

(11-07-2019 rev.2)

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Page 16

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Pinnacle Engineering & Development, Inc.

4334 NW 120th Avenue
Coral Springs, FL 33065-7610
www.pinnacleengineeringfl.com

**Estimate / Proposal**

DATE	ESTIMATE #
3/18/2019	1708

NAME / ADDRESS
Emuna Construction, LLC 21332 West Dixie Highway North Miami Beach, FL 33180 Lic. # CGC1519348

REP	PROJECT	REVISED on
WJW	Oak Place Townhomes / ESTIMATE	11-07-2019 rev.2

ITEM	DESCRIPTION
Mobilization	<p>- MOBILIZATION -</p> <p>Mobilize Equipment and/or Crew.</p> <p>SUBTOTAL \$15,000.00</p>
Silt Fence	<p>- EROSION & SEDIMENT CONTROL -</p> <p>Install silt fence around entire construction area.</p>
Construction Entrance	<p>Install 50' X 100' construction entrance.</p> <p>SUBTOTAL \$10,000.00</p>
TOTAL	

Pinnacle Engineering & Development, Inc.

4334 NW 120th Avenue
Coral Springs, FL 33065-7610
www.pinnacleengineeringfl.com

**Estimate / Proposal**

DATE	ESTIMATE #
3/18/2019	1708

NAME / ADDRESS
Emuna Construction, LLC 21332 West Dixie Highway North Miami Beach, FL 33180 Lic. # CGC1519348

REP	PROJECT	REVISED on
WJW	Oak Place Townhomes / ESTIMATE	11-07-2019 rev.2

ITEM	DESCRIPTION
	- DRAINAGE SYSTEM -
Catch Basin	Install 36" diameter catch basin. (0'-6")
Catch Basin	Install 48" diameter catch basin. (0'-6")
R.W.I.	Install 6" SDR-35 rain water line.
Fittings	Install 6" SDR-35 fittings according to plan.
C/O. Assembly	Install 6" SDR-35 clean out assembly. (r.w.l.)(traffic)
Drainage Pipe	Install 12" H.D.P.E. (solid)
Drainage Pipe	Install 15" H.D.P.E. (solid)
Drainage Pipe	Install 15" H.D.P.E. (perf w/ 4.5' X 10' field)
Fittings	Install 15" H.D.P.E. fittings according to plan.
Yard Drain	Install 15" Nyloplast yard drain basin. (0'-5')
Yard Drain	Install 24" Nyloplast yard drain basin. (0'-5')
P.R.B.	Install 21" X 26" (aluminum) pollution retardant baffle.
	SUBTOTAL \$330,000.00
TOTAL	

Pinnacle Engineering & Development, Inc.

4334 NW 120th Avenue

Coral Springs, FL 33065-7610

www.pinnacleengineeringfl.com

**Estimate / Proposal**

DATE	ESTIMATE #
3/18/2019	1708

NAME / ADDRESS
Emuna Construction, I.I.C 21332 West Dixie Highway North Miami Beach, FL 33180 Lic. # CGC1519348

REP	PROJECT	REVISED on
WJW	Oak Place Townhomes / ESTIMATE	11-07-2019 rev.2

ITEM	DESCRIPTION
	- WATER DISTRIBUTION -
M.O.T.	Provide maintenance of traffic. (No Police Officer)
Tie-in	Tie-in to existing 12" water main w/ 12" X 8" tapping sleeve & 8" tapping valve. (0'-6')
Tie-in	Tie-in to proposed 8" water main w/ 8" X 2" tapping saddle & 2" corporation.
Tie-in	Tie-in to proposed 8" water main w/ 8" X 1" tapping saddle & 1" corporation.
Main Line	Install 8" D.I.P. / CL-350 water main.
Main Line	Install 6" D.I.P. / CL-350 water main.
Gate Valve	Install 8" gate valve w/ valve box.
Gate Valve	Install 6" gate valve w/ valve box.
Fittings	Install 8" mechanical joint fittings w/ mega-lug accessory kits.
Fire Hydrant	Install 5-1/4" fire hydrant w/ check valve assembly.
Water Service	Install 2" poly (double) water service from main to curb stop @ meter box. (m.b., yoke assemb., b.f.p. & service to building by others!)
Water Service	Install 1" poly (single) water service from main to curb stop @ meter box. (m.b., yoke assemb., b.f.p. & service to building by others!)
Fill & Flush	Install 2" fill & flush assembly for chlorinating & pressure testing.
Sample Point	Install 1" pvc sample point.
Road Restoration	Restore road base materials & asphalt surface to pre-existing condition in disturbed area's only. Asphalt milling, overlay, stripe & sign not included.
	SUBTOTAL \$210,000.00
TOTAL	

Pinnacle Engineering & Development, Inc.

4334 NW 120th Avenue
Coral Springs, FL 33065-7610
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**Estimate / Proposal**

DATE	ESTIMATE #
3/18/2019	1708

NAME / ADDRESS
Emuna Construction, LLC 21332 West Dixie Highway North Miami Beach, FL 33180 Lic. # CGC1519348

REP	PROJECT	REVISED on
WJW	Oak Place Townhomes / ESTIMATE	11-07-2019 rev.2

ITEM	DESCRIPTION
	- SEWER SYSTEM -
M.O.T.	Provide maintenance of traffic. (No Police Officer)
Tie-in	Tie-in to existing 8" sewer main. (10'-12')
Manhole	Install 48" diameter sanitary dog house manhole. (10'-12')
Manhole	Install 48" diameter sanitary manhole. (10'-12')
Manhole	Install 48" diameter sanitary manhole. (8'-10')
Manhole	Install 48" diameter sanitary manhole. (6'-8')
Main Line	Install 8" C-900 / DR-18 sewer main. (10'-12')
Main Line	Install 8" C-900 / DR-18 sewer main. (8'-10')
Main Line	Install 8" C-900 / DR-18 sewer main. (6'-8')
Lateral Connection	Install 8" X 6" C-900 / DR-18 tee wye lateral connection w/ 6" 45 degree bend.
Lateral	Install 6" C-900 / DR-18 sewer lateral to R.W.L. w/ private service piping & connection to building by plumber.
Double Service	Install 6" C-900 / DR-18 service set-up w/ clean-out assembly's.
Single Service	Install 6" C-900 / DR-18 service set-up w/ clean-out assembly.
Road Restoration	Restore road base materials & asphalt surface to pre-existing condition in disturbed area's only. Asphalt milling, overlay, stripe & sign not included.
	SUBTOTAL \$250,000.00
TOTAL	

Pinnacle Engineering & Development, Inc.

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**Estimate / Proposal**

DATE	ESTIMATE #
3/18/2019	1708

NAME / ADDRESS
Emuna Construction, LLC 21332 West Dixie Highway North Miami Beach, FL 33180 Lic. # CGC1519348

REP	PROJECT	REVISED on
WJW	Oak Place Townhomes / ESTIMATE	11-07-2019 rev.2

ITEM	DESCRIPTION
	- EARTHWORK -
Clear & Grub	Clear & grub low growing vegetation, top soil & stockpile on-site.
Cut & Balance	Cut and balance existing materials on-site.
Building Pad	Construct building pad.
	SUBTOTAL \$70,000.00
	- GRADING & PAVING - (On-Site)
Rough Grade	Rough sub-grade green areas. (one time only)
Compacted	Install compacted sub-grade. (concrete sidewalk)
LBR-40 (stabilized)	Install 12" stabilized sub-grade. (roadway)
6" Limerock Base	Install 8" limerock base. (roadway)
Asphalt	Install 1.5" of S-III asphalt in parking lot area & drives. (2 lifts)
Stripe & Sign	Stripe & Sign
	SUBTOTAL \$220,000.00
TOTAL	

Pinnacle Engineering & Development, Inc.

4334 NW 120th Avenue

Coral Springs, FL 33065-7610

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**Estimate / Proposal**

DATE	ESTIMATE #
3/18/2019	1708

NAME / ADDRESS
Emuna Construction, LLC 21332 West Dixie Highway North Miami Beach, FL 33180 Lic. # CGC1519348

REP	PROJECT	REVISED on
WJW	Oak Place Townhomes / ESTIMATE	11-07-2019 rev.2

ITEM	DESCRIPTION
	- CONCRETE - (On-Site)
Valley Gutter	Install 24" concrete valley gutter. (no re-bar)
Type "F"	Install 24" type "F" concrete curb. (no re-bar)
Type "D"	Install 6" X 18" type "D" concrete curb. (no re-bar)
4" Thick Sidewalk	Install 4" thick concrete sidewalk. (no wire mesh or re-bar)
	SUBTOTAL \$120,000.00
	- OFF SITE IMPROVEMENTS -
Rough Grade	Rough sub-grade green areas.
Type "D"	Install 6" X 18" type "D" concrete curb. (no re-bar)
4" Thick Sidewalk	Install 4" thick concrete sidewalk. (@ r/wl only)
	SUBTOTAL \$20,000.00
TOTAL	

Pinnacle Engineering & Development, Inc.

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Coral Springs, FL 33065-7610
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**Estimate / Proposal**

DATE	ESTIMATE #
3/18/2019	1708

NAME / ADDRESS
Emuna Construction, LLC 21332 West Dixie Highway North Miami Beach, FL 33180 Lic. # CGC1519348

REP	PROJECT	REVISED on
WJW	Oak Place Townhomes / ESTIMATE	11-07-2019 rev.2

ITEM	DESCRIPTION
IN/EX	<p>INCLUSIONS:</p> <ol style="list-style-type: none"> 1) All equipment & labor. 2) All materials. 3) Testing. (pressure, bacteriological, lamping & density) 4) All well-pointing & de-watering <p>EXCLUSIONS:</p> <ol style="list-style-type: none"> A) All bonding. B) All permit fee's. C) All permit running & processing. D) All demolition. E) All tree removal. F) All driveway, parking area & clubhouse paver related scope of work. G) All import & export of fill materials. H) All replacement fill, should the excavated material not be suitable for backfill over utilities. I) All excavation, replacement & removal of unsuitable materials. J) All pollution control plans. F.D.E.P. / N.P.D.E.S. permitting by others. K) All haul-off. L) All mechanical road sweeping. M) All video taping of existing and/or proposed utilities before & after construction. N) All connections to building water, sewer and/or drainage stub-outs. O) All additional costs for OCIP, Wrap-Up or any other additionally required insurance not covered under Pinnacle's current coverage. <p>This Estimate/ Proposal is based on plans dated, 02-23-2017 Civil Drawings W&S / Sheet C-6 & C-7 of 18 / LAT. REV. (none) Civil Drawings PG&D / Sheet C-3 & C-4 of 17 / LAT. REV. (none)</p> <p><i>as per contract for</i></p>
TOTAL \$1,270,000.00	

See
1-21-20
1/21/20

Exhibit "C"

WORKING CONDITIONS

A handwritten signature or set of initials, possibly "BW", enclosed in a circular scribble.

EXHIBIT "C"

WORKING CONDITIONS

Notwithstanding anything to the contrary contained in the Contract form itself, the provisions of this Exhibit "C" shall supersede any conflicting terms set forth in the Contract form itself to the extent of any such conflict.



1. Subcontractor is liable for all material stored on job site not installed.
2. Subcontractor will maintain responsibility for all materials until all materials are in place are accepted and are approved by the Contractor and the Owner's Inspector.
3. All work done must be approved by Contractor, Architect, Supervisor, ~~Owner's inspector,~~ and Lender. City Inspector & E.O.R. 
4. Subcontractor must comply with all plans and specifications, Architects and Engineer directions and local, State and Federal building Codes applicable. Subcontractor represents that before execution of this contract he has reviewed all plans and Specifications for his Scope of work, and to the best of his knowledge they comply with all local, State and Federal codes for this job.
5. All state and local licenses, if required, from Subcontractor, shall be attached to this Contract by Subcontractor. Subcontractor represents to Contractor that he is licensed in the County or State to perform the work contracted, and will maintain his license in good standing during the duration of this job.
6. ~~If required by local authorities, Subcontractor shall obtain all necessary permits and pay all necessary fees in order to perform the work.~~ All permit running & fees by others! 
7. Subcontractor must maintain the job clean and store all materials in designated area by Contractor.
8. Subcontractor shall clean up all trash and debris and place it in Contractor dumpsters within (100) one hundred feet from the building.

EXHIBIT "C"- PAGE No. 2

9. If Subcontractor causes delays on job either to the job itself or to other subcontractors, Subcontractor shall be liable for the penalty called for in the Contract between Owner and Subcontractor. Specified on Numeral 20 of this Exhibit. If Subcontractor obtains substantial completion before the date scheduled a bonus will be paid as stipulated in numeral 20 of this Exhibit.
10. Contractor is obligated to pay only to Subcontractor upon payment from Owner.
11. Notwithstanding anything to the contrary contained in the Contract documents, Subcontractor specifically represents and warrants to the General Contractor that, except in the event a change in the work is required by a governmental inspector having jurisdiction over the work, Subcontractor has verified the Contract Documents, the Plans and Specs., the site and other matters that the Subcontractor deems necessary and the work shall be completed in accordance with the Contract documents without the requirement of any change orders. If any change order is required by governmental inspector to complete the work, the same shall be subject to the Architects prior approval, the General Contractor has relied upon this representation and warranty of Subcontractor as was a material inducement for General Contractor to and without which General Contractor would not enter into this Standard Form of Agreement between General Contractor and Subcontractor. This representation and warranty contained herein shall accrue to the benefit of the General Contractor only and to no third party, included but not limited to the Architect and the Architect's Engineers, no such party shall be a third party beneficiaries hereof, and no benefits of any nature whatsoever shall accrue to third parties in relation thereto.
12. In the event that the Subcontractor fails to provide a certificate of Insurance or Subcontractor's insurance is canceled, Contractor shall withhold from the payments required hereunder to Subcontractor in an amount equal to the maximum premium for renewal of such insurance coverage and, may at his option, elect to obtain such insurance coverage in behalf of the Subcontractor.





EXHIBIT "C"- PAGE 3

In the event the Subcontractor fails to obtain such insurance coverage, the monies so withheld shall be utilized to pay either the insurance company of the General Contractor or the General Contractor directly if any additional insurance premiums are assessed against the General Contractor as a result of the Subcontractor's failure to maintain such insurance coverage.

13. Subcontractor shall, before presenting his first requisition for payment, execute and deliver an affidavit disclosing the names of Subcontractor's suppliers and other Subcontractors employed by him, from whom partial releases of lien will be required to be attached with each draw request. In the event a notice to owner is filed against the project, Subcontractor hereby authorizes General Contractor to contact any supplier and/or Subcontractors to determine the outstanding balances due and issue a two-party check to satisfy any such outstanding balance.

14. Subcontractor acknowledges and agrees that is not entitled to any payment on extra work unless Subcontractor presents to the General Contractor a written proposal for approval by General Contractor and Architect, and such approval is obtained in writing.

 15. ~~The Final payment of retention shall be made thirty (30) days after the certificate of Occupancy of the building, or upon completion of the punch list items from General Contractor, whichever is latest. Or before upon express approval of Owner, Architect and Lender. No retention will be applied to Materials.~~ after the completion of the Work covered by this Contract.

 16. The proposal submitted by Subcontractor will form part of this Contract as reference and part of Scope of work.

See attached Estimate Proposal # 1708 (Revised 11-07-2019 rev.2) (Exhibit "B")


 17. Every Thursday at 9:30 AM of every week, and for the duration of the scope of work, a Job meeting between all Subcontractors, Owner, Architect, and General Contractor will be held at the job site. Subcontractor or his representative must attend same to discuss progress of job. Failure to attend by Subcontractor or his representative will accrue a penalty of \$150 per meeting. General Contractor will advise within 24 hours previous to the meeting as to his eventual cancellation.



EXHIBIT "C"- PAGE 4

18. When required by local or state codes, Subcontractor will call for his Inspections in a fashion that will not delay the normal schedule of the Job. At time of the Inspection a qualified representative of the Subcontractor must be present to take any question or actions required by the Building official. In the event of a corrective action required by the Inspector, Subcontractor will accomplish same immediately, as to not cause any delay in the job, and will call for his Re-inspection. For this Subcontract a threshold Inspector will be provided by Contractor.
19. Subcontractor acknowledges that all requirements of this Contract as to insurance, licenses, bonds, etc. must be met prior to submitting his first requisition for payment.
20. The penalty contracted by General Contractor with owner is: ~~\$250.00 per day, and \$50.00 per day as Bonus.~~

Civil Drawings & Details as provided by
Gator Engineering on Nov 2019




Exhibit "D"

PLANS DATED:

Civil Drawings W&S / Sheet C-6 & C-7 of 18 /
LAT. REV. (none) - 02-23-2017

Civil Drawings PG&D / Sheet C-3 & C-4 of 17 /
LAT. REV. (none) - 02-23-2017



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Exhibit "E"

CREW & EQUIPMENT COSTS

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Page 31

K (AP)

As of; January 01 , 2020

EXHIBIT "E"

CREW COST (w/ burden)

Superintendent	@	\$ 75.00 p/hr
Foreman	@	\$ 50.00 p/hr
Pipe Layer	@	\$ 45.00 p/hr
Tail Man	@	\$ 40.00 p/hr
Hill Man	@	\$ 35.00 p/hr
Laborer	@	\$ 30.00 p/hr

EQUIPMENT (w/ oper.)

Backhoe	(310)	@	\$ 85.00 p/hr
Dozer	(D-3)	@	\$ 100.00 p/hr
Dozer	(D-5)	@	\$ 125.00 p/hr
Dozer	(D-6)	@	\$ 150.00 p/hr
Excavator	(150 LC)	@	\$ 95.00 p/hr
Excavator	(220 LC)	@	\$ 125.00 p/hr
Excavator	(300 LC)	@	\$ 150.00 p/hr
Excavator	(400 LC)	@	\$ 200.00 p/hr
Grader	(140G)	@	\$ 100.00 p/hr
Grader	(12G)	@	\$ 125.00 p/hr
Loader	(Z65)	@	\$ 95.00 p/hr
Loader	(950G)	@	\$ 150.00 p/hr
Mini Excavator	(TB25)	@	\$ 65.00 p/hr
Mini Excavator	(303.5E)	@	\$ 100.00 p/hr
Roller	(CA25)	@	\$ 125.00 p/hr
Skid Steer	(B267)	@	\$ 70.00 p/hr
Dump Truck	(18 C.Y.)	@	\$ 100.00 p/hr

MOBILIZATION

Charges are determined per geographical location of project vs. equipment.

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Page 32

PINNACLE ENGINEERING & DEVELOPMENT, INC.

NW 120th Avenue | Coral Springs | Florida | 33065-7610 | 954.370.9834 (O) | 954.472.0660 (F)

WEBSITE: www.PinnacleEngineeringFL.com | E Mail: Cynthia@PinnacleEngineeringFL.com

Exhibit "F"

SUB-CONTRACT

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY



Please Initial



SUBCONTRACTOR AGREEMENT

This Agreement, as negotiated herein, is entered into by and between Pinnacle Engineering
 "Subcontractor" and Emuna Construction "Contractor."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the "Agreement") shall apply whenever Subcontractor provides services to Contractor.

Article 2. Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

- A. Workers' Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor's employees. The Subcontractor shall also obtain a minimum of \$500,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.
- B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$500,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form CG 20 10 07 04 and CG 20 37 07 04 must be shown on the certificate of insurance or its equivalent.
- C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting there from and for property belonging to other than the Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and Contractor shall be named as an additional insured on such policy.

The Subcontractor's insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance. The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act. Subcontractor shall

Revised: July 2005

Builders Insurance Group

Page 1

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require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-.

Article 4. Indemnification and Arbitration:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorneys fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

Article 5. Warranty:

Subcontractor warrants its work for a period of _____ year(s) against all defects in materials or workmanship.

Article 6. Miscellaneous:

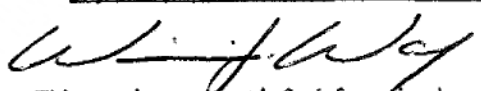
Subcontractor is an independent contractor and not an employee of Contractor.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of Florida. Any amendment(s) must be given in writing.

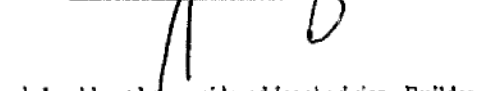
SUBCONTRACTOR

Company: Pinnacle Engineering
By: William Gray
Title: President
Date: 01-21-2020



CONTRACTOR

Company: Emuna Construction
By: Miguel Babin
Title: _____
Date: _____



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Job Site Safety Requirements

Construction Site Housekeeping

A good housekeeping program incorporates the housekeeping function into every process, operation, and task performed on a job site. This handout provides information on job-site housekeeping that can help management prevent injuries and minimize losses.

Working Areas

- Provide safe access to the job site.
- Keep walking/working surfaces clear and clean.
- Keep stairways, passageways and gangways free of material, supplies, and obstructions.
- Pick-up and place all debris or trash in its proper container.
- Hammer in, bend, or remove any nails protruding from scrap lumber. Cap or bend all exposed steel rebar ends.
- Clean up spills and dry wet floors.

Materials and Storage

- Remove from the work area any items not being used (e.g. tools, hoses, cords, chains, and hooks) and store them.
- Keep material storage areas clean and free of unwanted materials and debris.
- Secure loose scrap or light materials that may be blown off by high winds.
- Remove empty bags or other containers of lime, grout, cement, or other dust-producing material from work areas.

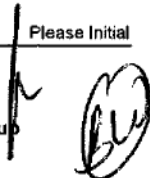
Waste

- Place trash and recyclable containers throughout the job site and mark them for proper use. Remove debris at regular intervals.
- Provide chutes or other approved devices for waste removal from above-grade floors.
- Use drip pans to collect oils and fluids.
- Keep waste in metal cans or bins with self-closing covers; empty cans frequently.
- Require all disposal of scrap, waste, recyclable and surplus materials be in accordance with Federal regulations and local codes.
- Place oil-soaked and paint-saturated rags, clothing, waste, or combustible refuse into non-combustible receptacles with self-closing covers.
- Schedule frequent collection and removal of combustible waste.
- Lock used oil containers and dumpsters to secure them from unwanted waste.

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Construction Site Security

The losses due to theft and vandalism on construction sites have been increasing dramatically over the past decade. Although exact figures are not available, all reliable estimates are that losses due to theft and vandalism are in the billions of dollars.

Crime prevention on construction sites has become a major concern of all responsible contractors. In some cases, the difference between making a profit or sustaining a loss on a job will relate to the contractor's ability to control crime problems on the site.

This handout provides guidance on efforts to control job site security. While each site will present some unique situations, the information provided can assist in identifying major sources of crime losses and implementing the measures for controlling these losses.

General

- Establish a written Security Policy.
- Develop a job-site security plan.
- Assign supervisory security responsibilities.
- Encourage security awareness among all workers.
- Contact the police and fire departments before starting a job.
- Establish contact with adjoining properties - encourage them to report suspicious activities on the site.
- Require prompt reporting by workers of incidents of theft and vandalism.
- Report all losses to the police immediately.
- Maintain complete records of all security incidents.
- Become involved with local groups or associations working to prevent construction-site theft and vandalism.

Site

- When possible, enclose the job site with a security fence.
- Provide for nighttime lighting of the site.
- Provide for limited access to the site at all times, preferably with lockable gates.
- Maintain a clear zone adjacent to fencing.
- Post warning signs to keep unauthorized persons off the site.
- Use only high quality locks - never leave keys in locks, or leave locks in an open position.
- Check-out the site at the end of each day before securing it.

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- Provide parking areas outside of the site for employees and visitors.
- Consider the use of security guards and have them patrol the site on designated rounds. Provide guards with a means of communication.

Equipment, Tools, and Materials

- Consider utilizing a secured area within the site for equipment storage.
- Maintain an inventory control system for all equipment, tools, and materials. Include photographs of equipment and expensive tools. Establish a program for verifying all deliveries.
- Mark all tools and equipment in a conspicuous, distinctive manner to allow for easy identification.
- Implement a check-out system for all tools and equipment. Post a sign stating, "ATTENTION! ALL TOOLS MUST BE SIGNED OUT."
- Keep tools securely locked in storage trailers or sheds.
- Stamp all heavy equipment and attachments with an ID number. Provide warning signs on equipment indicating that ID Numbers are recorded.
- Establish a supervisory key-control program for motorized equipment.
- Lock all equipment cabs during non-working hours.
- Immobilize equipment by disabling it or using anti-theft/anti-vandalism devices.
- Lock oil and gas tank caps where possible as a means of deterring vandalism.
- Park equipment centrally in a well-lighted, secure area.
- Provide a secure storage area for target building materials.
- Keep the on-site inventory of materials to a minimum.
- Store equipment, materials, and tools away from perimeter fencing.
- Remove equipment and materials from the site when no longer needed - do not use the site for storage.
- Carefully supervise all trash removal from the site.

Fire Prevention Considerations for New Construction

Buildings under construction present unique fire exposures that require special attention. Fires can result in major losses and long delays in the completion of the project. Factors that should be considered in a fire prevention and protection program for buildings under construction include:

Site Access

- Are access roads of sufficient width and clearance for fire department use?
- Are buildings, especially those located in isolated areas that are prone to lightning strikes, provided with lightning protection?

Incendiarism and Arson

- Are all exterior areas of the property illuminated?
- Is the perimeter of the property protected by a fence?
- Are trees and vegetation cut back to provide a clear space of at least 100-ft (30.4-m) clearance around the perimeter of the property?
- Are combustible materials and trash in yard areas removed on a regular basis?

Hot Work Operations

- Is a hot-work permit system used for all cutting, welding, and soldering operations?
- Is hot-work equipment, including torches and fuel/gas cylinders, regularly inspected and serviced?
- Are portable gas cylinders used in welding and cutting operations stored and used in accordance with NFPA 55, Standard for the Storage, Use, and Handling of Compressed and Liquefied Gases in Portable Cylinders, published by the National Fire protection Association (NFPA)?
- Are gas cylinders secured to prevent them from falling or being knocked over?
- Are multi-purpose, portable fire extinguishers kept nearby whenever hot-work operations are undertaken?
- Is a fire watch provided during hot-work operations and for at least one hour after operations have been completed?

Housekeeping

- Are good housekeeping practices followed, including routine cleaning of dust over 1/8 in (3.18 mm) in depth from all surfaces?
- If smoking is allowed on the premises, is it restricted to certain areas?
- Are storage rooms, trash rooms, inside dumpsters, and similar areas separated from other areas by one-hour fire barriers or protected by automatic sprinklers?

Utilities

- Are electrical appliances that are used in areas where flammable atmospheres are present listed/approved for such use by a nationally recognized testing laboratory, such as Underwriters Laboratories Inc. (UL)?

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- Are electrical systems that are installed where flammable liquids are stored or dispensed listed/approved for Class I, Division 2 locations?
- Is electrical equipment that is used in wet areas, such as restrooms and outside locations, provided with ground fault protection, including the use of isolated power supplies?
- Is gas- and oil-fired equipment maintained according to the manufacturers' recommendations?
- Are wood-fired boilers present?
- Are temporary heating devices operated in accordance with recommended safe practices?

Dispensing of Fuels

- Are flammable liquids stored in containers that are listed/approved for such use?
- Is equipment using gasoline or diesel fuel stored in a separate, detached building or in a room segregated from storage areas by firewalls or fire barriers and automatic closing fire doors?
- Are refueling operations performed by trained and designated personnel, and only in specified, well-ventilated areas?
- Is proper bonding/grounding provided before transferring flammable liquids into portable containers or equipment fuel tanks?

Storage

- Are compressed gases stored on site?
- If blasting operations are performed, are explosives stored according to recommend practices?
- Is lumber that is used for framing and forms stored in separate facilities, preferably in an outside location?
- Is lumber stored in the horizontal plane and wrapped in tight bundles?

Emergency Response Planning

- Is there an emergency action plan for the job site?
- Is an emergency response coordinator designated to develop and implement a plan for the containment and cleanup of accidental releases of hazardous materials, such as fuel oil?
- Do employees check the exit doors and exit paths on a daily basis to ensure egress during an emergency?

Fire Protection

- Is there a sufficient number of listed/approved portable fire extinguishers, and are they properly located as required in NFPA 10, Standard for Portable Fire Extinguishers?
- Are fire extinguishers properly maintained?
- Are employees trained in the use of portable fire extinguishers?
- Are fire alarms, detectors, and fixed fire protection, such as automatic sprinklers, installed in temporary structures?

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Mold Control on the Job Site

Molds are naturally occurring substances that are found everywhere. Excessive mold growth can be detrimental to a building or its inhabitants. Some molds can deteriorate woods or other organic materials, while other molds may cause or contribute to adverse health effects.

Mold grows in conditions of moisture, darkness, and stagnant air. Molds need moisture to grow and reproduce. Mold growth results in the release of millions of spores that may be inhaled by inhabitants. Moisture control is the critical step for controlling mold growth. Moisture control in buildings requires cooperation between building owners, designers, contractors, and occupants.

Contractors can affect the presence of building moisture during construction. A contractor may allow sources of moisture to affect the materials and structure during the operation and management of the job site. Contractors that use poor workmanship may also negate design features that are intended to control moisture. This handout highlights steps that can be taken by a construction contractor to minimize conditions that promote mold growth.

Site Management

- Inspect all shipments of construction materials for visible mold growth or excessive moisture.
- Do not unload lumber or other moisture-sensitive materials in the rain, unless protected from exposure.
- Schedule deliveries to minimize the amount of time moisture-sensitive materials are stored on site.
- Store materials off the ground and away from sources of moisture.
- Loosely cover materials with plastic sheets or tarps to protect the materials from rain or snow.
- Anchor material covering from the top and keep the cover materials away from the sides and bottoms to promote air circulation and decrease moisture retention.

Construction Practices

- Protect building interiors from prolonged rain and snow exposures.
- In the event framing lumber has been exposed to heavy rain or snow, allow it to dry out before closing the structure.
- Provide ventilation to remove moisture from buildings during construction.
- Clean and treat visible mold growth before wood products are sealed.
- Check building water services for leaks and improper installation.
- Provide proper ventilation in attic and crawl spaces.
- Ensure that all stove vents, dryer vents, and other spot ventilation exhaust to the outside.
- Ensure that all building penetrations, intersections, and openings are properly flashed to prevent leaks.
- Ensure that building sealants are compatible with adjacent building materials.
- Seal any tears, openings, or punctures that are found in vapor diffusion retarders and air barriers before covering with other materials.
- Drain downspouts away from the foundation.
- Ensure that the building siding is not in contact with ground surfaces.

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Exhibit "G"

ADDENDUM
TO
MASTER SERVICE
AGREEMENT



ADDENDUM NO. _____ TO MASTER SERVICE AGREEMENT

BETWEEN Pinnacle Engineering
AND Emuna Construction

Pursuant to the terms and conditions of the above-referenced Master Service Agreement, the parties have agreed that the terms and conditions of such Agreement apply to the project and scope of work referred to below:

Project(s) Description (List Development or Applicable Project covered by Addendum): _____

Project(s) Location: 5461 SW 40th Ave Dania Beach, FL

Scope of Work in accordance with Plans and Specifications provided by Contractor (or describe or attach description of Scope of Work): _____

Contract Sum: \$1,270,000.00

Schedule of Services under this Addendum: _____

Starts on _____ and ends on _____

All terms and conditions of the Master Service Agreement shall be effective for the above-referenced project except as modified by this Addendum as follows: _____

Dated _____, 201

CONTRACTOR:

By _____

BY: _____

SERVICE PROVIDER:

Date: _____

Date: _____

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